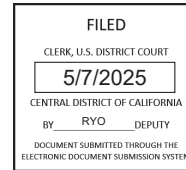


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In Propria Persona



**UNITED STATES DISTRICT COURT FOR
THE CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

TODD R. G. HILL, et al,

Plaintiffs

vs.

**THE BOARD OF DIRECTORS,
OFFICERS AND AGENTS AND
INDIVIDUALS OF THE PEOPLES
COLLEGE OF LAW, et al.,**

Defendants.

CIVIL ACTION NO. 2:23-cv-01298-JLS-BFM

The Hon. Josephine L. Staton
Courtroom 8A, 8th Floor

Magistrate Judge Brianna Fuller Mircheff
Courtroom 780, 7th Floor

**SURREPLY TO DEFENDANT SPIRO'S
REPLY IN SUPPORT OF REQUEST FOR
JUDICIAL NOTICE (DOCKET 282);
DECLARATION OF TODD R. G. HILL IN
SUPPORT OF PLAINTIFF'S SURREPLY TO
DOCKET 282**

NO ORAL ARGUMENT REQUESTED

**SURREPLY TO DEFENDANT SPIRO'S REPLY IN SUPPORT OF REQUEST FOR JUDICIAL NOTICE
(DOCKET 282)**

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**SURREPLY TO DEFENDANT SPIRO’S REPLY IN SUPPORT OF REQUEST FOR JUDICIAL NOTICE
(DOCKET 282)**

**SURREPLY TO DEFENDANT SPIRO’S REPLY IN SUPPORT OF REQUEST FOR
JUDICIAL NOTICE (DOCKET 282)**

TO THE HONORABLE COURT:

Plaintiff submits this limited surreply in response to new factual assertions and argumentative rhetoric introduced for the first time in Defendant Spiro’s reply (Docket 282) pursuant to the judicial leave granted in Docket 289. Plaintiff respectfully urges the Court to disregard portions of the reply that improperly inject factual disputes, mischaracterize the applicable legal standard, and rely on ad hominem attacks rather than controlling law.

I. THE LEGAL STANDARD

There are numerous Ninth Circuit holdings governing judicial notice and Rule 12(b)(6) motions. (See, e.g., *Khoja v. Orexigen Therapeutics, Inc.*, 899 F.3d 988, 998 (9th Cir. 2018); *Lee v. City of Los Angeles*, 250 F.3d 668, 688–90 (9th Cir. 2001)).

In connection with a Rule 12(b)(6) motion, courts ordinarily do not ““resolve contests surrounding the facts, the merits of a claim, or the applicability of defenses.”” Ordinarily affirmative defenses may not be raised by motion to dismiss” *Scott v. Kuhlmann*, 746 F.2d 1377, 1378 (9th Cir. 1984) (per curiam). But a complaint may be dismissed when the allegations of the complaint give rise to an affirmative defense that clearly appears on the face of the pleading. See *McCalden v. California Library Ass’n*, 955 F.2d 1214, 1219 (9th Cir. 1990), superseded by rule on other grounds as stated in *Harmston v. City & County of San Francisco*, 627 F.3d 1273 (9th Cir. 2010). An affirmative defense is grounds for dismissal at the pleading stage only if “the plaintiff pleads itself out of court—that is, admits all the ingredients of an impenetrable defense” *Durnford v. MusclePharm Corp.*, 907 F.3d 595, 603 n.8 (9th Cir. 2018) (quoting *Xechem, Inc. v. Bristol-Myers Squibb Co.*, 372 F.3d 899, 901 (7th Cir. 2004)).

**SURREPLY TO DEFENDANT SPIRO’S REPLY IN SUPPORT OF REQUEST FOR JUDICIAL NOTICE
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1 In addition, “a court may properly take judicial notice of ‘matters of public record’ and other
2 information that, under Federal Rule of Evidence 201, constitute ‘adjudicative facts,’ i.e., facts that
3 are “not subject to reasonable dispute,” in that they are “(1) generally known within the territorial
4 jurisdiction of the trial court or (2) capable of accurate and ready determination by resort to sources
5 whose accuracy cannot reasonably be questioned.”
6

7
8 **II. SPIRO ATTEMPTS TO RESOLVE DISPUTED FACTS OR AFFIRMATIVE**
9 **DEFENSES AT THE RULE 12(B)(6) STAGE**

10 Defendant Spiro's reply fails to engage the legal substance of Plaintiff's core objection: that
11 requests for judicial notice under FRE 201 may not be used to resolve material factual disputes, nor
12 may they support adjudication of an affirmative defense at the motion to dismiss stage. See *Khoja v.*
13 *Orexigen Therapeutics, Inc.*, 899 F.3d 988, 998 (9th Cir. 2018); *Lee v. City of Los Angeles*, 250 F.3d
14 668, 689 (9th Cir. 2001). Spiro instead attempts to establish his lack of compensation through a self-
15 serving declaration and sharply contested factual narrative, both of which are procedurally and
16 substantively improper at this stage of the litigation.
17

18
19 Notably absent from Defendant Spiro's filings is any acknowledgment that Plaintiff was, in
20 fact, issued a partial tuition refund by PCL as a result of noncompliance with Rule 4.241, a fact
21 confirmed in the compliance audit attached to Docket 102, Exhibit 201A. This omission is material:
22 while Defendant attempts to paint Plaintiff as delinquent or dishonest regarding tuition (or in
23 general), he fails to disclose that the institution refunded tuition payments based on findings of
24 regulatory violation, including with respect to Plaintiff's own payments. Such a selective presentation
25 of facts undermines the credibility of Defendant's narrative and reinforces Plaintiff's claim that core
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**SURREPLY TO DEFENDANT SPIRO'S REPLY IN SUPPORT OF REQUEST FOR JUDICIAL NOTICE
(DOCKET 282)**

1 factual disputes, including the nature and lawfulness of tuition collection, cannot be resolved at the
2 pleading stage.
3

4 Plaintiff's Fourth Amended Complaint directly alleges that Peoples College of Law, with the
5 knowledge or participation of Defendant Spiro, engaged in the unlawful collection of tuition and fees
6 during periods in which the institution was noncompliant with State Bar requirements and barred
7 from charging students. These allegations form part of Plaintiff's broader claims under civil RICO,
8 fraud, and negligence, and are supported by judicially noticeable evidence, including the Committee
9 of Bar Examiners' December 14, 2023 action letter (Docket 102, Exhibit 201A). Defendant Spiro's
10 invocation of Plaintiff's alleged tuition delinquency as a character attack not only mischaracterizes
11 the legal and factual context, it reinforces Plaintiff's core claim: that institutional actors knowingly
12 misrepresented the school's regulatory status while seeking to extract unlawful payments from
13 students. This disputed conduct lies at the heart of Plaintiff's allegations and cannot be resolved at the
14 pleading stage, nor through a motion for judicial notice.
15
16
17

18
19 **III. AFFIRMATIVE DEFENSES ARE INAPPLICABLE WHERE DEFENDANT DENIES**
20 **THE UNDERLYING CONDUCT**

21 An affirmative defense, including statutory immunity, presupposes that the defendant's
22 conduct falls within a category that would otherwise give rise to liability but is excused or shielded
23 by legal doctrine. That is, the defense does not function in a vacuum and must be tied to identifiable
24 conduct within the scope of the defendant's role.
25

26 Spiro's invocation of immunity is procedurally deficient because he fails to tie that defense to
27 any clearly acknowledged act. On one hand, he disclaims having participated in the underlying
28 conduct. On the other, he asserts immunity from liability for it. These two positions, while not legally

**SURREPLY TO DEFENDANT SPIRO'S REPLY IN SUPPORT OF REQUEST FOR JUDICIAL NOTICE
(DOCKET 282)**

1 incompatible in the abstract, are procedurally irreconcilable where the defendant offers no factual
2 articulation of the protected conduct for which immunity is claimed. Immunity is not a conceptual
3 shield detached from factual context. It must be grounded in specific reasonable conduct falling
4 within the protected scope of duties.
5

6 Where, as here, the defense is raised at the pleading stage, a defendant must at least articulate
7 how their conduct, if taken as true, fits within the statutory framework of the Volunteer Protection
8 Act. Spiro offers no such articulation. Instead, he broadly asserts that he qualifies for immunity while
9 simultaneously denying involvement in the conduct alleged. This is not merely inconsistent; it fails to
10 meet the pleading threshold required to assert and certainly adjudicate an affirmative defense under
11 Rule 12(b)(6).¹
12

13 Moreover, Spiro's attempt to disclaim any compensable interest while acknowledging he
14 sought and received an attorney fee award in a related case (see Dkt. 282 at 6–7) introduces a factual
15 dispute material to the scope of any immunity. Even if the award was in a different action, it
16 undermines the credibility of his blanket assertion that he never sought professional or financial
17 benefit in connection with his governance role at PCL. Where Plaintiff has raised allegations of off-
18 books or indirect remuneration—including enhanced professional standing, strategic governance
19 control, and selective enforcement—immunity cannot be assumed without evidentiary resolution.
20
21

22 Finally, Spiro's strategy of asserting immunity while refusing to specify the acts he allegedly
23 performed in a protected capacity reflects an attempt to bypass fact development. Courts have
24
25

26 ¹ To the extent Defendant relies on materials outside the pleadings to support his immunity defense—including self-
27 serving declarations or documents not incorporated into the complaint—such reliance would require conversion of the
28 motion to one for summary judgment under Rule 12(d). See *Fed. R. Civ. P. 12(d)*; *Khoja v. Orexigen Therapeutics, Inc.*,
899 F.3d 988, 998 (9th Cir. 2018) (“[I]f a court considers materials outside the pleadings in a Rule 12(b)(6) motion, it
must treat the motion as one for summary judgment under Rule 56.”). The Court is not permitted to resolve such disputed
factual matters under the guise of a motion to dismiss or judicial notice.

**SURREPLY TO DEFENDANT SPIRO'S REPLY IN SUPPORT OF REQUEST FOR JUDICIAL NOTICE
(DOCKET 282)**

1 cautioned against such tactics. Immunity cannot be used to short-circuit discovery when the
2 underlying facts are contested. As the Ninth Circuit has emphasized, “[j]udicial notice is not a vehicle
3 for establishing disputed facts,” and a Rule 12 motion cannot be used to “resolve contests
4 surrounding the facts, the merits of a claim, or the applicability of defenses.” *Khoja v. Orexigen*
5 *Therapeutics, Inc.*, 899 F.3d 988, 999 (9th Cir. 2018); *Lee v. City of Los Angeles*, 250 F.3d 668, 688
6 (9th Cir. 2001).

7
8
9 Accordingly, Spiro’s attempt to invoke immunity at this stage is premature, unsupported by
10 the pleadings, and procedurally improper.

11
12 **IV. SPIRO’S CITATION TO PENAL CODE § 518 HIGHLIGHTS POTENTIALLY**
13 **WILLFUL OR RECKLESS CONDUCT THAT VOIDS IMMUNITY**

14 Spiro’s reference to California Penal Code § 518 — the statutory definition of extortion —
15 effectively acknowledges that Plaintiff’s theory of liability includes alleged acts tantamount to
16 criminal misconduct. Though civil courts do not adjudicate criminal liability, civil claims premised
17 on conduct that mirrors criminal statutes are treated as per se outside the scope of good faith
18 volunteerism.

19
20 Under 42 U.S.C. § 14503(a)(3), federal volunteer immunity is unavailable if the harm was
21 caused by “*willful or criminal misconduct, gross negligence, reckless misconduct, or conscious,*
22 *flagrant indifference to the rights or safety of the individual harmed.*” (See Docket 278, page 5, lines
23 1-4.)

24
25 Plaintiff has alleged, with specificity, that Spiro and others engaged in precisely this type of
26 conduct, including manipulation of academic records, obstruction of State Bar compliance, unlawful
27 collection and deceptive governance practices. These are not mere technical errors; they reflect a
28

SURREPLY TO DEFENDANT SPIRO’S REPLY IN SUPPORT OF REQUEST FOR JUDICIAL NOTICE
(DOCKET 282)

1 deliberate disregard for implementing and enforcing internal controls as required by both PCL's
2 policies and governing state oversight bodies.
3

4 Courts have held that such disregard for regulatory duties, particularly when performed by
5 fiduciaries in academic or licensing settings, satisfies the threshold of "flagrant indifference"
6 necessary to pierce immunity defenses at the pleadings stage. For example, in an analogous context,
7 in the case of *Nkemakolam v. St. John's Military School*, 890 F. Supp. 2d 1260 (D. Kan. 2012), the
8 court addressed claims against a private boarding school and its officials for alleged physical and
9 mental abuse suffered by students. The plaintiffs alleged negligent supervision, intentional failure to
10 supervise, and breach of fiduciary duty, among other claims. The defendants sought immunity under
11 the Coverdell Teacher Protection Act, which, like the VPA, provides immunity to certain school
12 officials. However, the court noted that the Act does "not apply to harm caused by 'willful or
13 criminal misconduct, gross negligence, reckless misconduct, or a conscious, flagrant indifference to
14 the rights or safety of the individual harmed.'" As a result, the court allowed the plaintiffs' claims to
15 proceed, finding that the allegations, if proven, could establish conduct outside the scope of the
16 immunity provided by the Act.
17
18
19

20 If Spiro's own filings attempt to analogize Plaintiff's claims to extortionate behavior under §
21 518, it necessarily follows that such conduct, if proven, would be categorically ineligible for
22 immunity protections, federal or state. Spiro cannot assert that Plaintiff's allegations describe
23 criminal-level misconduct while simultaneously insisting, without factual development, that his
24 actions fall squarely within the protected ambit of nonprofit volunteerism.
25
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**SURREPLY TO DEFENDANT SPIRO'S REPLY IN SUPPORT OF REQUEST FOR JUDICIAL NOTICE
(DOCKET 282)**

V. PLAINTIFF'S ARGUMENTS ARE GROUNDED IN ANALOGY, NOT MISREPRESENTATION

Plaintiff's citation to *Batzel v. Smith*, 333 F.3d 1018 (9th Cir. 2003), was plainly offered as an analogy, not as controlling authority, and is consistent with accepted legal reasoning. The reference illustrated that courts, when interpreting statutory immunity provisions, have acknowledged that intangible benefits such as reputation, prestige, or editorial influence can bear on the legal consequences of a professional's conduct.

Defendant Spiro's claim that this constitutes fabrication or sanctionable conduct is unfounded and inflammatory. The Ninth Circuit routinely accepts analogical reasoning, particularly where courts address statutory interpretation in adjacent domains. Plaintiff never asserted that *Batzel* governs the Volunteer Protection Act (VPA); instead, he noted that the logic in *Batzel* supports the broader proposition that non-monetary incentives may constitute consideration in quasi-professional contexts.

While *Batzel* focuses on Section 230 immunity, it expressly analyzes how reputational implications and editorial discretion affect whether an individual is considered a publisher or content provider—concepts relevant here in evaluating whether a licensed attorney and former dean who oversaw academic programs and regulatory communications may have received significant non-monetary benefits. That Plaintiff cited *Batzel* to illuminate this point is well within the bounds of legitimate legal reasoning. His briefing further stated that discovery would be necessary to determine the extent of such benefits—underscoring that this is not a dispositive legal claim, but a factual inquiry under *Khoja v. Orexigen Therapeutics, Inc.*, 899 F.3d 988 (9th Cir. 2018), which cautions against resolving contested matters at the pleading stage.

**SURREPLY TO DEFENDANT SPIRO'S REPLY IN SUPPORT OF REQUEST FOR JUDICIAL NOTICE
(DOCKET 282)**

1 Spiro's insistence that only exact language matching Plaintiff's quotation could justify the
2 citation reflects a narrow and incorrect view of federal briefing practice. If anything, his response
3 confirms that the matter should proceed to discovery and not be resolved by judicial notice.
4

5
6 **VI. DEFENDANT'S REPLY CONTAINS IMPROPER RHETORIC AND FACTUAL**
7 **ASSERTIONS UNSUITABLE FOR RULE 12 ADJUDICATION**

8 The reply makes extensive factual claims about Plaintiff's history, tuition, conduct, and
9 credibility, many of which are irrelevant to the present judicial notice motion and unsupported by
10 judicially noticeable materials. These assertions are designed not to clarify legal standards but to
11 discredit Plaintiff personally, and they veer into language inconsistent with the dignity of federal
12 proceedings.
13

14 Moreover, Defendant Spiro's reliance on Plaintiff's alleged tuition delinquency as a basis for
15 character attacks is not only irrelevant to the legal standard for judicial notice, but affirmatively
16 contradicted by the administrative record. Specifically, Docket 102, Exhibit 201A contains the
17 entirety of the **Committee of Bar Examiners' formal compliance audit** and confirms that PCL
18 collected tuition and fees in violation (at least) of Rule 4.241 during the 2020–2023 academic years,
19 and that refunds were issued to students who, like Plaintiff, paid fees without receiving the required
20 disclosures. (See Exhibit A, excerpt of Docket 102, Exhibit 201A, at pp. 133–136.) This document,
21 already filed with the Court, establishes that the tuition demands directed at Plaintiff occurred during
22 a period when such demands were prohibited. Notably, the same exhibit also contains written
23 assertions, to the regulator indicating that Plaintiff (whose name is redacted and who also maintains
24 are misrepresentative) had made claims for "tuition refunds" that the responder claimed he had not
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SURREPLY TO DEFENDANT SPIRO'S REPLY IN SUPPORT OF REQUEST FOR JUDICIAL NOTICE
(DOCKET 282)

1 paid. The same document references refunds being issued and an ongoing, “proactive” audit as a
2 result of PCL's own post-hoc assessment and admission of noncompliance.
3

4 This further rebuts Spiro’s characterization of Plaintiff as a bad-faith litigant and reinforces
5 that the contested conduct falls squarely within the scope of Plaintiff’s claims.
6

7 Plaintiff has properly pled that Peoples College of Law was placed on probationary status for
8 non-compliance with accreditation standards and was barred from charging tuition or fees during
9 periods of non-compliance. The record reflects that this status applied retroactively to a period
10 including and prior to Plaintiff’s initial enrollment. Defendant Spiro, who served as Dean during
11 these periods, had an institutional duty not to collect fees in contravention of that restriction. His
12 reliance on Plaintiff’s alleged tuition delinquency as evidence of bad faith not only misstates the law,
13 it underscores the core allegation that the institution operated unlawfully and failed to disclose its
14 regulatory violations.
15
16

17 Further, Defendant’s assertion that he acted merely as a volunteer without professional
18 oversight or compensable responsibility is contradicted by Peoples College of Law’s own reports
19 submitted to the State Bar. These reports, excerpted as Exhibit B, confirm that PCL’s governance
20 included structured oversight by board members, deans, administrators, and fundraising committees
21 throughout the relevant period. The record demonstrates an organized hierarchy with defined roles,
22 contradicting any claim that Defendant’s conduct was detached from institutional responsibility. This
23 undercuts the assertion that immunity under the Volunteer Protection Act applies to his actions in this
24 context, and further illustrates the need for fact development through discovery.
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**SURREPLY TO DEFENDANT SPIRO’S REPLY IN SUPPORT OF REQUEST FOR JUDICIAL NOTICE
(DOCKET 282)**

1 Notably, Exhibit B also contains a reported job description and posting for a paid Dean
2 position. (See Exhibit B, pg. 4).
3

4 Additionally, attached hereto as Exhibit C is a true and correct copy of a January 3, 2022
5 email exchange between Plaintiff and administrators at Peoples College of Law confirming receipt of
6 Plaintiff's tuition payment, which the evidence strongly suggests was not owed nor properly
7 collected. Plaintiff was a direct participant in the email chain, and the attached document is an
8 unaltered record of the communications as transmitted and received through his personal Gmail
9 account. The message confirms that payment was received and applied, directly rebutting the tuition
10 delinquency allegations raised in Defendant Spiro's reply and supporting exhibits.
11
12

13 As further corroborated by Plaintiff's March 2022 email exchange with PCL and the State Bar
14 (Exhibit D), Plaintiff raised concerns about unlawful tuition demands during periods of
15 noncompliance. I was a direct participant in the email chain, and the attached document is an
16 unaltered record of the communications as transmitted and received through my personal Gmail
17 account. This exchange underscores that PCL's conduct was not only known to Plaintiff, but reported
18 to regulators, rebutting Spiro's narrative of delinquency and instead illustrating systemic misconduct.
19
20

21 More importantly, even if Spiro's claims are relevant, they are directly contradicted by
22 judicially noticeable evidence already before the Court. Docket 102, Exhibit 201A contains the
23 Committee of Bar Examiners' December 14, 2023 action placing Peoples College of Law on
24 probationary status for sustained non-compliance, barring the school from collecting tuition or fees
25 during those periods. That probationary status applied retroactively, including to the period prior to
26 Plaintiff's matriculation. As Dean during this time, Defendant Spiro bore a professional obligation to
27
28

**SURREPLY TO DEFENDANT SPIRO'S REPLY IN SUPPORT OF REQUEST FOR JUDICIAL NOTICE
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1 comply with these restrictions. His invocation of Plaintiff's alleged tuition delinquency not only
2 misstates the legal backdrop but ironically supports Plaintiff's central claim, i.e., that institutional
3 actors knowingly misrepresented the school's compliance status while seeking to extract fees in
4 violation of State Bar directives.
5

6
7 That Spiro invokes this as a defense only reinforces the need for discovery into his role in
8 knowingly advancing unlawful collection efforts against students, including the very conduct the
9 State Bar ultimately sanctioned via authority revocation.
10

11 The conflict between Plaintiff and PCL leadership escalated only after Plaintiff, then a Board
12 member, identified serious regulatory violations and began questioning the legality of ongoing tuition
13 demands. Plaintiff's contemporaneous communications (Exhibits C–E) and the State Bar's later
14 findings (Exhibits A–B) confirm that the school was actively soliciting tuition while barred from
15 doing so. Defendant Spiro and other fiduciaries had a clear duty to know and disclose these
16 noncompliant practices. Their failure to do so, and their coordinated efforts to suppress dissent and
17 misrepresent the institution's status, form the heart of Plaintiff's RICO and negligence claims.
18
19

20 Thus, to the extent the Court considers these assertions at all, Plaintiff respectfully submits
21 that they raise factual questions regarding regulatory compliance, disclosure, and fiduciary
22 responsibility that cannot be resolved at the pleading stage. These issues require factual development
23 through discovery—not summary resolution by judicial notice or Rule 12(b)(6) motion and, to the
24 extent the Court would consider the records he presents for purposes of dismissal they would trigger
25 Rule 12(d) consideration. The Court is not asked to rule on the truth of either party's competing
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**SURREPLY TO DEFENDANT SPIRO'S REPLY IN SUPPORT OF REQUEST FOR JUDICIAL NOTICE
(DOCKET 282)**

1 factual claims, only to reject Defendant's attempt to bypass discovery by asserting contested facts
2 through a procedural shortcut.
3

4 The continued assertion and longstanding position of the Defendants, many of whom are
5 licensed attorneys, despite clear regulatory findings and contemporaneous documentation, supports
6 that there exists a factual dispute as to whether the misconduct at issue was willful, egregiously
7 reckless, or merely performative within the scope of their roles, thereby precluding resolution at the
8 pleading stage.
9

10 11 **VII. CONCLUSION**

12 The legal question remains narrowly framed: whether judicial notice may be used to resolve
13 disputed facts on a Rule 12(b)(6) motion. As established in Plaintiff's opposition, the answer under
14 governing Ninth Circuit precedent is no.
15

16 For the reasons above, the Court should disregard the new factual contentions and personal
17 accusations in Defendant's reply. The continued insistence by Defendants, many of whom are
18 licensed attorneys, on factual positions that contradict regulatory findings and contemporaneous
19 documentation gives rise to genuine disputes, including as to whether alleged misconduct was willful,
20 egregiously reckless, or merely performative within the scope of their roles. This factual uncertainty
21 alone precludes resolution at the pleading stage.
22

23 Importantly, the Court need not resolve these factual disputes now. It need only recognize that
24 they exist and that judicial notice cannot properly dispose of them.
25

26 Respectfully submitted,
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**SURREPLY TO DEFENDANT SPIRO'S REPLY IN SUPPORT OF REQUEST FOR JUDICIAL NOTICE
(DOCKET 282)**

1 Dated: May 7, 2025

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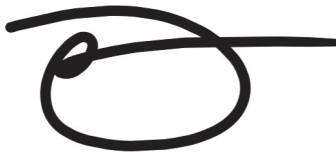
6 **Todd R. G. Hill**
7 **Plaintiff, In Propria Persona**

8 **STATEMENT OF COMPLIANCE WITH LOCAL RULE 11-6.1**

9
10 The undersigned party certifies that this brief contains 3,423 words, which complies with the 7,000-
11 word limit of L.R. 11-6.1.

12
13 Respectfully submitted,

14
15
16



17 May 7, 2025
18 Todd R.G. Hill
19 Plaintiff, in Propria Persona

20 **Plaintiff's Proof of Service**

21 This section confirms that all necessary documents will be properly served pursuant to L.R. 5-
22 3.2.1 Service. This document will be/has been electronically filed. The electronic filing of a
23 document causes a "Notice of Electronic Filing" ("NEF") to be automatically generated by the
24 CM/ECF System and sent by e-mail to: (1) all attorneys who have appeared in the case in this Court
25 and (2) all pro se parties who have been granted leave to file documents electronically in the case
26 pursuant to L.R. 5-4.1.1 or who have appeared in the case and are registered to receive service
27 through the CM/ECF System pursuant to L.R. 5-3.2.2. Unless service is governed by Fed. R. Civ. P.
28

**SURREPLY TO DEFENDANT SPIRO'S REPLY IN SUPPORT OF REQUEST FOR JUDICIAL NOTICE
(DOCKET 282)**

1 4 or L.R. 79-5.3, service with this electronic NEF will constitute service pursuant to the Federal
2 Rules of Civil Procedure, and the NEF itself will constitute proof of service for individuals so served.
3

4 Respectfully submitted,

5 
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7

8 May 7, 2025
9 Todd R.G. Hill
10 Plaintiff, in Propria Persona
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**SURREPLY TO DEFENDANT SPIRO'S REPLY IN SUPPORT OF REQUEST FOR JUDICIAL NOTICE
(DOCKET 282)**

**DECLARATION OF TODD R. G. HILL IN SUPPORT OF PLAINTIFF’S SURREPLY TO
DOCKET 282**

I, Todd R. G. Hill, declare:

1. I am the Plaintiff in this action and submit this declaration in support of my surreply to Defendant Spiro’s Reply in Support of Request for Judicial Notice (Docket 282). I have personal knowledge of the facts set forth herein and, if called as a witness, could and would competently testify thereto.
2. The following exhibits attached to the surreply are true and correct copies of documents I personally received, reviewed, or generated, or are court-filed documents that I have accessed and excerpted directly from the record.

EXHIBIT A – Excerpt from Docket 102, Exhibit 201A (Pages 133–136)

This document includes the Committee of Bar Examiners’ formal audit and findings issued to Peoples College of Law. The excerpt confirms that PCL collected tuition and fees in violation of Rule 4.241 and was required to issue refunds. I downloaded this record directly from the publicly filed Docket 102 on the Court’s CM/ECF system. It is unaltered and cited in support of my contention that tuition was collected unlawfully during periods of regulatory noncompliance.

EXHIBIT B – Excerpt from Docket 102, Exhibit 201 (Pages 159–164)

This excerpt includes PCL’s governance disclosures and staffing reports submitted to the State Bar, confirming that the school operated with a defined administrative hierarchy including a paid Dean and full-time administrator. It contradicts Defendant Spiro’s claim that he acted solely as an uncompensated volunteer and supports my assertion that the Volunteer Protection Act does not apply under these circumstances.

**SURREPLY TO DEFENDANT SPIRO’S REPLY IN SUPPORT OF REQUEST FOR JUDICIAL NOTICE
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1 **EXHIBIT C – January 3, 2022 Email Exchange (Tuition Payment Confirmation)**

2 This is a true and correct copy of an email exchange between myself and PCL staff,
3
4 confirming that my tuition payment was received. I was a direct participant in the exchange, and the
5 attached email was retrieved from my Gmail account. The document is unaltered. It rebuts the tuition
6 delinquency narrative presented by Defendant Spiro and supports my claim that PCL demanded and
7 accepted tuition even when it was prohibited from doing so.
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10 **EXHIBIT D – March 2022 Email Exchange with the State Bar**

11 This is a true and correct copy of an email exchange in which I raised concerns with both PCL
12 officials and State Bar representatives about tuition collection practices during periods of known
13 noncompliance. I was a direct participant in the email thread. The document shows that the alleged
14 misconduct was not only known to me, but was contemporaneously reported to the appropriate
15 oversight body.
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19 **EXHIBIT E – January 2020 Email Exchange (Payment Arrangement)**

20 This is a true and correct copy of a January 2020 email exchange between myself and PCL
21 staff regarding a structured tuition payment arrangement. I was a direct participant, and the email was
22 obtained from my Gmail account. This document demonstrates my early effort to comply in good
23 faith and confirms that PCL was actively collecting funds under structured plans despite ongoing
24 regulatory failures.
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28 I declare under penalty of perjury under the laws of the United States of America that the
foregoing is true and correct.

**SURREPLY TO DEFENDANT SPIRO'S REPLY IN SUPPORT OF REQUEST FOR JUDICIAL NOTICE
(DOCKET 282)**

1 Executed on May 7, 2025, in Belton, Texas.

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5 Todd R. G. Hill

6 Plaintiff, In Propria Persona

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**SURREPLY TO DEFENDANT SPIRO'S REPLY IN SUPPORT OF REQUEST FOR JUDICIAL NOTICE
(DOCKET 282)**

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EXHIBIT A

**SURREPLY TO DEFENDANT SPIRO'S REPLY IN SUPPORT OF REQUEST FOR JUDICIAL NOTICE
(DOCKET 282)**

2. Guideline 2.2(B)

Bar's Inspection Report

“To bring itself into full compliance, the school should demonstrate that its refund policies have been stated clearly and consistently in its publications. *Subsequent to the inspection, the school published a single clear policy, and provided a copy of that policy to the State Bar.*”

PCL'S Progress Report

As noted in the Inspection Report, PCL adopted a compliant policy some months ago. This new policy appears in our Tuition and Enrollment Agreement and our Student Handbook & Catalog. In late August and early September 2020, the students signed their Tuition and Enrollment Agreements, with the refund policy prominently displayed. At the beginning of every quarter and before they can enroll in classes, each student has to read and sign the Tuition and Enrollment Agreement, which they have again done for the Fall and Winter Quarters of 2021 (2021-2022 Academic Year). The Student Handbook & Catalog, with the new refund policy, is posted on our website.

PCL's Updated progress report as of 3/1/23:

PCL's revised warning remains in the refund policy, Section VIII, paragraph 9 (b) of the handbook.

PCL'S Updated progress report as of 4/1/23:

PCL's revised warning remains in the refund policy, Section VIII, paragraph 9 (b) of the handbook. PCL is working with CBE staff on the analysis of the Fall and Winter disclosures. Data to be provided to the CBE on April 5.

PCL'S Updated progress report as of 5/1/23:

PCL's revised warning remains in the refund policy, Section VIII, paragraph 9 (b) of the handbook. PCL is working with CBE staff on the analysis of the Fall and Winter disclosures. Data to be provided to the CBE.

PCL'S Updated progress report as of 6/1/23:

PCL's revised warning remains in the refund policy, Section VIII, paragraph 9 (b) of the handbook.

PCL'S Updated progress report as of 7/1/23:

PCL's revised warning remains in the refund policy, Section VIII, paragraph 9 (b) of the handbook, ensuring students are aware of the refund process.

In accordance with the State Bar guidelines, PCL will process refunds for the indicated students in late August.

We have published a clear refund policy and provided a copy to the State Bar, demonstrating our commitment to clarity and consistency. Our refund policies have been updated, and refunds will be processed as per the State Bar guidelines. We have addressed the concerns raised in the Inspection Report by publishing a clear policy and sharing it with the State Bar.

PCL'S Updated progress report as of 8/1/23:

PCL has conducted an audit to verify Rule 4.241 compliance for all students enrolled in the 2022-2023 academic year. Based on our examination, the following non-compliant fees have been identified and are to be refunded to the respective students:

EXHIBIT A, pg.2 of 4

1. **REDACTED**

- Fall 2022: REDACTED
- Spring 2023: REDACTED

Total Refund: REDACTED
Refund Issued on 8.01.23

2. **REDACTED**

- Spring 2023: REDACTED

Total Refund: REDACTED
Refund Issued on 8.01.23

3. **REDACTED**

- Winter 2022: REDACTED
- Spring 2023: REDACTED

Total Refund: REDACTED
Refund Issued on 8.01.23

4. **REDACTED**

- Spring 2023: REDACTED

Total Refund: REDACTED
Refund Issued on 8.01.23

5. **REDACTED**

- Fall 2022: REDACTED

Total Refund: REDACTED
Refund Issued on 8.01.23

6. **REDACTED**

- Winter 2022: REDACTED
- Spring 2023: REDACTED

Total Refund: REDACTED
Refund Issued on 8.01.23

For a detailed breakdown of this information, please consult **Attachment A**. Additionally, receipts and proof of refunds are enclosed in **Attachment B**.

PCL'S Updated progress report as of 9/1/23:

As of August 1, 2023, PCL has done a complete compliance audit of Rule 4.241 and has issued the appropriate refunds for the 2022-2023 as requested by the June 2023 CBE motion. Our previous report mentioned one student who was not issued a report. This refund was not for the 2022-2023 school year. PCL is being proactive and in preparation of its October 2023 site visit, has begun auditing student records for the 2020-2021 and 2021-2022 school years. This additional audit will be complete by September 25, 2023. As appropriate, PCL will issue any potential refunds or fee reversals at the conclusion of this audit.

REDACTED REFUND NOT PAID ON August 1, 2023 (paid on August 8, 2023): On August 1, 2023, PCL was not aware that a refund was due to REDACTED pursuant rule 4.241 for the 2022-2023 school year as mandated by the CBE motion passed in June 2023 because REDACTED did not enroll for the 2022-2023 school year. Instead, PCL conducted a 4.241 audit of REDACTED records dating back to the 2020-2021 school year. Furthermore, his account required investigation of bank records that were not available prior to August 1, 2023. REDACTED has a history of requesting refunds for tuition fees that he has not paid; therefore, prior to August 1, 2023, PCL contacted Bank of America (BoFA) to verify all payments made by or on behalf of REDACTED. At that time, a BoFA telephone representative could not verify a payment made by REDACTED on 12/31/2021. Based on this information, a refund was not due; however, PCL, believing it received erroneous information from BoFA, requested bank records that were unavailable until August 4, 2023. After reviewing the newly available bank records on the

To ensure future compliance with Rule 4.241, PCL will strictly enforce its existing policy of requiring a signed disclosure and adhering to all requirements of rule 4.241 before allowing students to register for an academic term and creating an invoice. In addition, PCL has adopted a policy of quarterly audits to ensure the enforcement of such policy and immediate refund or reversal of fees for any payment not in compliance with Rule 4.241.

PCL'S Updated progress report as of 10/1/23:

PCL's website and Student Handbook, which is available to students at any time via PCL's website, currently states our policies for refunds. The following is copied and pasted from PCL's current Student Handbook:

9. Withdrawals, Cancellation and Refunds: PCL's refund policy is set out in the Agreement for Enrollment and Tuition, as follows

(a) At any time beginning with the start of the fall quarter covered by this agreement, the student may cancel this agreement and receive a prorata refund calculated on the basis of a 9 month "refund year," defined as the fall, winter and spring quarters (i.e. excluding summer sessions, if any). There are 11 weeks per quarter (ten weeks plus finals week), three quarters per academic year, and thus 33 weeks per academic year. That is 77 days per quarter, 231 days per academic year. Thus, for example, if a student has paid all amounts for the academic year and cancels this agreement on the 60th day of the fall quarter, there would be 191 days left in the refund year. Thus, the refund will be 171/231 of the amount the student has paid (the student paid all amounts for a full year). But the application fee is not refundable.

(b) Also, with the written permission of PCL signed by an officer or the Registrar or the Administrator, a student may withdraw from less than all the student's courses and receive a prorata refund calculated using the same formula as in the preceding paragraph, but modified. The modification is to account for the fact that the student is withdrawing from less than all courses. For example, suppose (a) a student has paid all amounts for a full quarter (11-weeks, 77 days); (b) the student has enrolled for three courses for the quarter, (c) the student withdraws, from one course only, on the 37th day of the quarter (with 40 days left); then (d) the refund of the charges for the quarter would be 40/77 divided by 3. But the application fee is not refundable.

(A rare exception would be if the student has 270 classroom hours in the academic year in the courses the student did not withdraw from, which is nearly always impossible at PCL because of the limited number of courses and hours PCL offers each year).

(c) All cancellations, withdrawals and rests for refunds must be stated in writing, must be signed by the student, and must be delivered to the PCL Administrator, Registrar or Dean, whose signature must appear on the cancellation, withdrawal or request, indicating that it has been delivered.

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EXHIBIT B

**SURREPLY TO DEFENDANT SPIRO'S REPLY IN SUPPORT OF REQUEST FOR JUDICIAL NOTICE
(DOCKET 282)**

10. Guideline 3.1

Bar's Inspection Report

“To bring itself into full compliance, PCL should demonstrate that it has sufficient administrative capacity to achieve and sustain compliance with the CBE’s standards, including written job descriptions for the dean and registrar, and adequate oversight provisions. *Subsequent to the inspection, the school hired a paid full-time administrator, and secured significant volunteer assistance from the dean, the Board, and alumni. The school will monitor the adequacy of its administrative capacity. The school also created compliant job descriptions for both the dean and the registrar.*”

PCL’S Progress Report

Our Registrar/Administrator continues working full-time. During this Fall and Winter quarters, others have greatly contributed to the school’s administrative work. Following are some examples. Our current President, who was previously the Board Treasurer, pitched in when our Administrator had a medical emergency and had to take sick days until she was able to return to work. Our current Dean has also pitched in to assist when we were short-handed. Our current President, when he was the Treasurer also organized faculty, alumni and together with our Registrar, conducted our student orientation and our fall faculty meeting at the start of the 2021-2022 Academic Year in late August 2021. It should be noted that People’s College of Law is a nonprofit corporation. This type of corporation has members rather than shareholders, and PCL’s members are students, faculty, alumni and former board members and officers. Our Development and Fundraising Committee, whose members are alumni, has weekly meetings with our professional fundraiser, and has begun planning an online fundraising event, which will be termed "PCL Alumni Reunion" We hope to attract alumnae by showcasing pictures of their graduating class and furthering our school's mission to get licensed attorneys who are social justice advocates into the communities that need them the most.

PCL’s Updated progress report as of 3/1/23:

PCL continues to search for a permanent administrator/registrar. Currently, the position is being filled by John Duane, our resource coordinator. We have listed the position in [higheredjobs.com](#) and the Idealist.

PCL’S Updated progress report as of 4/1/23:

The administrator/registrar position continues to be filled by John Duane, the interim administrator. The open position has also been listed on Zip recruiter since the last report.

PCL’s Updated progress report as of 5/1/23:

PCL has hired a new administrator, Roger Aramayo. Roger is a Southwestern Law School graduate with significant management experience. PCL has currently two paid staff members, the Dean and the administrator and one student resource coordinator, John Duane.

PCL has approved an offer for the sale of its building and will be entering into a 60 day escrow. Proceeds from the sale will be reinvested back into the school to hire a full-time faculty member, additional staff members to fill areas of development, admissions and recruitment.

PCL’s Updated progress report as of 6/1/23:

We have devised a timeline to hire additional full-time staff members, with a targeted completion date of August 15th. The timeline is as follows:

1. June 1-15: Job Posting and Recruitment

- Develop job descriptions for the development and admissions/registration positions.
 - Advertise the job openings on relevant platforms and networks.
 - Conduct initial screening of applications and shortlist candidates.
- ##### 2. June 16-30: Interviews and Selection

- Conduct interviews with shortlisted candidates for both positions. • Evaluate candidates based on their qualifications, experience and alignment with our school's mission and values.
 - Select the most suitable candidates for each role.
3. July 1-31: Onboarding and Training
- Extend formal job offers to the selected candidates.
 - Coordinate the onboarding process, including completing necessary paperwork and background checks.
 - Develop an orientation and training program for the new hires. • Introduce the new staff members to relevant team members and familiarize them with their respective roles and responsibilities.
4. August 1-15: Finalization and Start Date
- Finalize employment contracts and other administrative procedures. • Ensure the new hires are fully integrated into their respective departments. • Provide any additional training and resources required for their success. • August 15th will serve as the start date for the two full-time staff members, officially marking the completion of the hiring process.

By adhering to this timeline, we are confident in our ability to attract and hire qualified professionals who will contribute significantly to our school's development and admissions/registration processes. We will ensure a thorough and efficient hiring process to expedite the expansion of our staff and optimize the support provided to our students and stakeholders.

PCL's Updated progress report as of 7/1/23:

Following this timeline, as discussed in the attached addendum entitled, "Outstandings July" PCL continues to build capacity. PCL listed the job openings on craigslist and is now accepting applications. The job descriptions are attached.

PCL officially entered into escrow on 6/28/23 for the sale of its building on 660 Bonnie Brae Avenue. This will be a 45 day escrow in which it will enter into a 1031 exchange. As such, another property has been identified at REDACTED. PCL submitted an offer for this building and is awaiting acceptance of the offer. The sale will leave PCL with an excess of REDACTED to build out infrastructure and build capacity.

PCL'S Updated progress report as of 8/1/23:

We have promptly responded to the bar's request and have already initiated the interviewing process for the additional staff positions. This proactive approach will ensure a smooth transition and enable the team to be fully operational by the specified date.

PCL'S Updated progress report as of 9/1/23:

PCL continues to have two full-time staff members and two contractors who work in development and student bar prep respectively. Job descriptions for the two full time positions are attached.

At present, our faculty is composed of volunteers. For the upcoming academic school year PCL has hired nine licensed attorneys to teach the necessary classes. The overwhelming support for PCL has allowed us to fill faculty positions for the upcoming fall semester with volunteers. Moreover, we have staffed most of the classes for the winter and spring.

PCL's Updated progress report as of 10/1/23:

The State Bar has requested that PCL should demonstrate that it has sufficient administrative capacity to achieve and sustain compliance with the CBE's standards.

PCL has recently undergone a change as Dean Pomposo has taken an unexpected leave of absence. PCL's Board Members quickly appointed a formal Search Committee to search for Dean applicants. As a result of

Administrator Roger Aramayo continues to be a vital part of the school's administration. He is present at the PCL facility during all class times. Students utilize Administrator Aramayo to access their transcripts, class schedules, syllabi, and for other services as required for their academic endeavors. Administrator Aramayo is involved in producing materials as requested by the State Bar. His J.D. degree allows for intelligent analysis and judgment calls that are necessary to the effective administration of the school.

PCL's Board Members are deeply dedicated to the daily operations of the school. They are readily available to assist in any situation. Volunteer members make up the faculty and school committees, which keep PCL on a strict academic trajectory. They meet regularly to keep the school's operations and academics in line with the school's ideals, policies, and procedures. The school's faculty members are reliably present for the classes they conduct and are readily available to their students for additional academic counseling, and hold office hours by appointment.

PCL's Updated progress report as of 11/1/23:

PCL has continued to improve its administrative capacity by working to create transition plans and operational framework that will ensure that future transitions in leadership and staff will not lead to gaps or fluctuations in the school's ability adhere to regulations. PCL has had written job descriptions for the Dean and Administrator positions since at least April of 2023. (Exhibit A- Dean Job Description, Exhibit B- Administrator Job Description) PCL is also in the process of creating an Administration Manual to help guide day-to-day operations.

PCL's progress report as of 12/1/23:

PCL continues to strive to improve its administrative capacity. Doing the work required to meet probation deadlines has made it more challenging for PCL to continue to prove its operating capacity to the State Bar. Having a new interim dean, hired within the last 2 months, and a relatively new administrator, hired in March of 2023, makes the process of responding to the State Bar with accurate information more time-exhaustive than it would be for an individual with more institutional knowledge of PCL. However, both the interim dean and the administrator strive to meet the deadlines, with accurate and complete reporting at the forefront of their intentions, while also managing PCL's daily operations and providing services, guidance, and support to the faculty and students.

EXHIBIT A- DEAN JOB DESCRIPTION



People's College of Law

660 S. Bonnie Brae, L.A., CA 90057 Tel.:
213 483-0083 Fax: 213 483-2981
E-mail: administrator@peoplescollegeoflaw.edu

"Over 49 Years of Educating People's Lawyers"

The People's College of Law seeks an exceptional individual to become the dean of its School of Law. This is a full-time salaried position.

The next dean should be an innovative thinker and approachable leader who welcomes the opportunity to articulate a vision for the growth of the law school that builds on its 49-year history of preparing social justice lawyers.

The People's College of Law, PCL, was founded in 1974 as a non-profit 501(c)(3) under the corporate name *The Guild Law School*. The school exists to bring legal resources to under-represented communities by training legal advocates dedicated to securing progressive social change and justice in society.

Centrally located near downtown Los Angeles' PCL is close to, many nonprofits dedicated to under-represented people, and a community historically underrepresented by legal representation, and close to research universities, and state and federal courts.

PCL is a registered, unaccredited law school regulated by the State Bar of California. PCL is authorized by the State Bar to confer the Juris Doctor (J.D.) degree and to qualify graduates to take the California Bar Exam.

Scope of Work

Reporting to our Community Board of Directors and working closely with the school Administrator and Registrar, the Dean is the School of Law's chief academic and regulatory officer, with overall responsibility for its academic programs and compliance with State Bar regulations. However, major decisions for the school are made by the Community Board, or subject to its decisions.

The next dean will be presented with the opportunity not only to propel PCL to higher levels of prominence and distinction but also to advance the school's academic programs.

The Dean's leadership skills will be essential to taking on the following opportunities and challenges:

- Executing a comprehensive and proactive strategic plan for the School of Law that meets the challenges of a highly competitive market and aligns with the broader objectives of the College;
- Garnering additional private and public funding and other resources that will enable the School of Law to make continued advances in its programs and facilities and faculty;
- Enhancing PCL's strong sense of community among its principal constituents, including faculty, staff, students, alumni, and other schools;



People's College of Law

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- Continuously improving student outcomes—including bar passage and job placement—;
- Advancing the law school's commitment to social justice, access to justice, and equality before the law.
- Maintaining compliance with State Bar regulations and requirements. Writing new and revised rules and policies for the school.
- Attending meetings of the State Bar and its committees.
- Communicating and meeting with deans of other law schools

The People's College of Law

The People's College of Law was officially founded in 1974, making it the oldest law School in the nation with a specific focus on social justice.

Faculty

PCLS's diverse, collegial, and highly accomplished faculty is currently, and has always been, all-volunteer.

PCL alumni and faculty make law and policy as well as write about it. They are, and for many years have been active leaders in organizations engaged in the study and application of law, such as, the California Legislature, the Los Angeles City Council, the Los Angeles Superior Court, the Los Angeles County Federation of Labor, the UCLA Labor Center, the Legal Aid Foundation of Los Angeles, Neighborhood Legal Services of Los Angeles County, the Los Angeles County Public Defender, California Rural Legal Assistance, Council on Foundations (Washington D.C.), Community Lawyers (Compton), the National Lawyers Guild and ASOSAL (Central American immigration rights group).

Students & Alumni

The PCL student body currently consists of approximately 25 students, the large majority from non-traditional educational backgrounds. The quality and diversity of the student body are key components of the educational experience at PCL. The school is proud of the supportive environment it provides to all students, including women, minority students, older students, LGBTQ students, and students from nontraditional backgrounds.

A strong network of 120 alumni and strong relationships with the community of progressive attorneys in Los Angeles in beyond affords excellent career prospects for PCL's graduates in private practice, academia, business, government, and public interest.

Unique to PCL



People's College of Law

EXHIBIT 201A pg148 of 192

EXHIBIT B, pg. 6 of 6

660 S. Bonnie Brae, L.A., CA 90057 Tel.:

213 483-0083 Fax: 213 483-2981

E-mail: administrator@peoplescollegeoflaw.edu

"Over 49 Years of Educating People's Lawyers"

Qualifications and Characteristics

PCL seeks a visionary dean with exceptional leadership credentials to meet the opportunities and challenges outlined above and to lead the law school into the future. The position requires an individual who can lead effectively and manage the school in the complex California law school regulatory environment.

Leadership

Demonstrated senior-level experience with responsibility for strategic management of programs and resources is strongly preferred.

The ideal candidate will also demonstrate:

- A commitment to innovation in legal education and a broad knowledge of the legal profession and emerging trends in the practice of law and social justice;
- Strong fundraising skills, including the ability to engage alumni, foundations, the legal community, and other donors in the school's mission;
- The ability to recognize and develop opportunities to enhance revenues from contracts, grants, non-J.D. programs, and other sources in light of the changing market for legal education;
- A commitment to fostering the PCL's core values of diversity and inclusion, at the school in the legal profession and in society at large; and
- Outstanding interpersonal skills, leadership skills, emotional intelligence, personal ethics, and professional integrity.

Applications, Nominations, and Inquiries

All correspondence, applications, and inquiries should be emailed to the Dean

Search Committee c/o Hector C. Pena via email at hpena@peoplescollegeoflaw.edu

Please include a letter of interest and a current CV. Candidate materials will be reviewed on an ongoing basis up to the application deadline. All correspondence will be held in strict confidence. The anticipated start date is as soon as possible.

The People's College of Law values equality of opportunity, human dignity, and diversity.

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EXHIBIT C

**SURREPLY TO DEFENDANT SPIRO'S REPLY IN SUPPORT OF REQUEST FOR JUDICIAL NOTICE
(DOCKET 282)**



Todd Hill <toddryangregoryhill@gmail.com>

Tuition payment finalized

2 messages

David Bouffard <davidtylerbouffard@hotmail.com>

Mon, Jan 3, 2022 at 5:08 AM

To: "toddryangregoryhill@gmail.com" <toddryangregoryhill@gmail.com>

Cc: "dean@peoplescollegeoflaw.edu" <dean@peoplescollegeoflaw.edu>

Todd,

Your tuition payment on Friday finalized on Saturday, January 1, 2022. I updated Populi last night.

David

Sent from my iPhone

Todd Hill <toddryangregoryhill@gmail.com>

Mon, Jan 3, 2022 at 8:31 AM

To: David Bouffard <davidtylerbouffard@hotmail.com>

Cc: "dean@peoplescollegeoflaw.edu" <dean@peoplescollegeoflaw.edu>, Rebecca Hirsch <registrar@peoplescollegeoflaw.edu>, Prem Sarin <premantonio1@hotmail.com>, "Joshua Gillins Uosh_g19@yahoo.com)" <josh_g19@yahoo.com>, Juan Manuel Sarinana <sarinanaesquire@gmail.com>

David,

Thanks for the confirmation of timely receipt.

Populi still incorrectly reflects my account status, amounts due, and payment due dates.
When will Popli accurately reflect my payment history?**My request for accounting, validation notice, and assurances has gone unanswered in excess of thirty (30) days. The law requires eresponse be tendered for at least one of the aforementioned within 5 days of the request.**

Todd

Confidentiality Notice

The content of this email is confidential and intended for the recipient specified in the message only. It is strictly forbidden to share any part of this message with any third party, without a written consent of the sender. If you received this message by mistake, please reply to this message and follow with its deletion, so that we can ensure such a mistake does not occur in the future.

I believe your security is a high priority. Therefore, I have made reasonable effort in ensuring that the message is error and virus-free. Unfortunately, full security of the email cannot be ensured as, despite my efforts, the data included in emails could be infected, intercepted, or corrupted.

Therefore, the recipient should check the email for threats with proper software, as the sender does

not accept liability for any damage inflicted by viewing or manipulation of the content of this email.

Please do not print this email unless it is necessary. Every unprinted email helps the environment.

Aviso de confidencialidad

El contenido de este correo electrónico es confidencial y esta destinado (micamente al destinatario especificado en el mensaje. Esta estrictamente prohibido compartir cualquier parte de este mensaje con terceros, sin el consentimiento por escrito del remitente. Si recibí este mensaje por error, responda a este mensaje y continúe con su eliminación, para que podamos asegurarnos de que ese error no ocurra en el futuro.

Crea que su seguridad es una alta prioridad. Por lo tanto, he hecho un esfuerzo razonable para asegurarme de que el mensaje no contenga errores ni virus. Desafortunadamente, no se puede garantizar la seguridad total del correo electrónico ya que, a pesar de mis esfuerzos, Los datos incluidos en Los correos electrónicos podrían estar infectados, interceptados o danados. Por lo tanto, el destinatario debe verificar el correo electrónico en busca de amenazas con el software adecuado, ya que el remitente no acepta responsabilidad por cualquier daño infligido al ver o manipular el contenido de este correo electrónico.

No imprima este correo electrónico a menos que sea necesario. Cada correo electrónico no impreso ayuda al medio ambiente.

기밀성 고지

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필요한 경우가 아니면 이 이메일을 인쇄하지 마십시오. 인쇄되지 않은 모든 이메일은 환경에 도움이 됩니다.

On Mon, Jan 3, 2022 at 5:08 AM David Bouffard <davidtylerbouffard@hotmail.com> wrote:

Todd,

Your tuition payment on Friday finalized on Saturday, January 1, 2022. I updated Populi last night.

David

Sent from my iPhone

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EXHIBIT D

**SURREPLY TO DEFENDANT SPIRO'S REPLY IN SUPPORT OF REQUEST FOR JUDICIAL NOTICE
(DOCKET 282)**



Todd Hill <toddryangregoryhill@gmail.com>

Tuition9 messages

David Bouffard <davidtylerbouffard@hotmail.com>

Thu, Mar 10, 2022 at 1:18 PM

To: "toddryangregoryhill@gmail.com" <toddryangregoryhill@gmail.com>

Cc: "jorgenegrete1954@gmail.com" <jorgenegrete1954@gmail.com>

Hi Todd,

It appears that you haven't yet paid the Spring tuition. Please address this at your earliest convenience.

Thank you,

David

Sent from my iPhone

Todd Hill <toddryangregoryhill@gmail.com>

Thu, Mar 10, 2022 at 1:59 PM

To: David Bouffard <DavidTylerBouffard@hotmail.com>

Cc: CarolJD@pacbell.net, "Fletcher, Jeremiah J." <j3fletch@lasd.org>, "Gary Silbiger (gsilbiger1@gmail.com)"

<gsilbiger1@gmail.com>, "Joshua Gillins Uosh_g19@yahoo.com)" <josh_g19@yahoo.com>, Juan Manuel Sarinana

<sarinanaesquire@gmail.com>, Prem Sarin <premantonio1@hotmail.com>, hector pena <hectorpena@ucla.edu>,"jorgenegrete1954@gmail.com" <jorgenegrete1954@gmail.com>

Bee: "Fletcher, Jeremiah J." <j3fletch@lasd.org>

David,

I have included the Board since all should be aware of the issues.

As I have clearly indicated in numerous prior requests asking for an accounting and records, the "appearance" of any outstanding debt not, in fact, owed to me is erroneous; the only source I can imagine for the "appearance" is Populi, a system that I do not believe has ever been properly reconciled.

It seems extraordinarily difficult to me that you have received both monies from me through threat. ...and that you all still have FALSE AND DEFAMATORY statements about me on the web siteand the audacity mention the "appearance" of the debt as if it was a problem for me, and not the school, to resolve.

Will you be able to provide a reasonable accounting? Have you resolved the issues with the credit I should have received but now did not.. ..twice?

Without those things how is this not just extortion?

I stand ready, willing, and able to pay any and all outstanding obligations I have to the People's College of Law.

Conversely, the college has not met any of its commitments, duties, or obligations around this reporting.

Also, I will mention the COI issues that clearly present themselves here.

Finally, I refer to my earlier statements related to evidence preservation and the requirements re spoliation; generally, non-recoverable evidence last in the control of the a party is generally imputed against that party.

What do you suggest as the best course of action? I have prior requested assurances.

I look forward to your response.

Todd

[Quoted text hidden]

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Creo que su seguridad es una alto prioridad. Por lo tanto, he hecho un esfuerzo razonable para asegurarme de que el mensaje no contenga errores ni virus. Desafortunadamente, no se puede garantizar la seguridad total de[correo electr6nico ya que, a pesar de mis esfuerzos, Los datos incluidos en Los correos electr6nicos podrian estar infectados, interceptados o danados. Por lo tanto, el destinatario debe verificar el correo electr6nico en busca de amenazas con el software adecuado, ya que el remitente no acepta responsabilidad por cualquier dano infligido al ver o manipular el contenido de este correo electr6nico.

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필요한 경우가 아니면 이 메일을 인쇄하지 마십시오. 인쇄되지 않은 모든 이메일은 환경에 도움이됩니다.

David Bouffard <davidtylerbouffard@hotmail.com> Thu, Mar 10, 2022 at 4:22 PM
To: Todd Hill <toddryanggregoryhill@gmail.com>
Cc: "CarolJD@pacbell.net" <CarolJD@pacbell.net>, "Fletcher, Jeremiah J." <j3fletch@lasd.org>, "Gary Silbiger (gsilbiger1@gmail.com)" <gsilbiger1@gmail.com>, "Joshua Gillins Oosh_g19@yahoo.com)" <josh_g19@yahoo.com>, Juan Manuel Sarinana <sarinanaesquire@gmail.com>, Prem Sarin <premantonio1@hotmail.com>, hector pena <hectorpena@ucla.edu>, "jorgenegrete1954@gmail.com" <jorgenegrete1954@gmail.com>

Sent from my iPhone
[Quoted text hidden]

David Bouffard <davidtylerbouffard@hotmail.com> Thu, Mar 10, 2022 at 4:27 PM
To: Todd Hill <toddryanggregoryhill@gmail.com>
Cc: "CarolJD@pacbell.net" <CarolJD@pacbell.net>, "Fletcher, Jeremiah J." <j3fletch@lasd.org>, "Gary Silbiger (gsilbiger1@gmail.com)" <gsilbiger1@gmail.com>, "Joshua Gillins Oosh_g19@yahoo.com)" <josh_g19@yahoo.com>, Juan Manuel Sarinana <sarinanaesquire@gmail.com>, Prem Sarin <premantonio1@hotmail.com>, hector pena <hectorpena@ucla.edu>, "jorgenegrete1954@gmail.com" <jorgenegrete1954@gmail.com>

Hi Todd-

You owe \$1,866.66 for Spring quarter tuition. You have until midnight on Sunday, March 13, 2022 to pay that amount or you will be blocked from attending classes.

Thank you,

David

Sent from my iPhone
[Quoted text hidden]

Todd Hill <toddryanggregoryhill@gmail.com> Thu, Mar 10, 2022 at 4:35 PM
To: David Bouffard <davidtylerbouffard@hotmail.com>
Cc: "CarolJD@pacbell.net" <CarolJD@pacbell.net>, "Fletcher, Jeremiah J." <j3fletch@lasd.org>, "Gary Silbiger (gsilbiger1@gmail.com)" <gsilbiger1@gmail.com>, "Joshua Gillins Oosh_g19@yahoo.com)" <josh_g19@yahoo.com>, Juan Manuel Sarinana <sarinanaesquire@gmail.com>, Prem Sarin <premantonio1@hotmail.com>, hector pena <hectorpena@ucla.edu>, "jorgenegrete1954@gmail.com" <jorgenegrete1954@gmail.com>

David,

That is unfortunate.

This approach appears to necessitate the filing of an injunction, since the timing seems unreasonably short given the outstanding lack of showing from PCL.

Knowingly seeking to collect funds not owed is a crime.

It is clear that PCL has no intention of complying with its legal duties and is willing to pursue criminal means to harass and otherwise interfere with the education it has a duty to provide.

To assist the magistrate:

When exactly did the tuition "come due"?

Why have I only been given 6 days with no prior notice and no support?

Do you enforce these "non-policies" on all of the students?

I look forward to your response.

Todd

[Quoted text hidden]

Todd Hill <toddryangregoryhill@gmail.com>

Fri, Mar 11, 2022 at 10:54 AM

To: "Wilson, Leah" <leaht.wilson@calbar.ca.gov>, "Holton, Vanessa" <vanessa.holton@calbar.ca.gov>, "Ching, Audrey" <audrey.ching@calbar.ca.gov>

Cc: GC@calbar.ca.gov, echemerinsky@law.berkeley.edu

Leah,

Notice of Intent to File for Civil Harassment Restraining Order (PCL); Brief Overview of Issues.

Thanks for your prior assistance.

I reiterate my hopes for an amicable resolution to this matter.

That said, "amicable" is not synonymous with "surrender".

I hope to communicate the following in order to prevent "irreparable" harm to myself and my family who have all made great sacrifices to be subjected to this abhorrent treatment and state of affairs.

My understanding is the following:

1. A warrant was issued to Zoom regarding the video (PC631) issue complained of during the tenure of Christina Gonzalez;
2. I did not receive critical class information timely and I am suffering a myriad of retaliation issues;
3. I requested that PCL file the petition, per the advice I received from Natalie Leonard;
4. My ouster, Hector Pena, does not want to grant the request which was received on Saturday, March 6, 2022.
5. PCL persists in illegal and lawless conduct against its students; now I received 3 day notice to pay or be blocked from class when we all know I have been extorted and they owe me money!
6. CalBar has facilitated this activity through ultra vires and/or negligent acts or failures to act, including defining "students", who must pay a fee to be a "student member" of CalBar as somehow "non-members of the public." In essence, it has "elected" to limit its interpretation of statute in a way that would fail to meet any "plain language or other reasonable standard of meaning.
7. CalBar has made one or more distinction(s) in its regulatory guidelines that allow entities under its authoritative mandate to operate in continuous and flagrant non-compliance with the law. This failure of oversight when CalBar has/d a duty to promulgate, foment, and ensure compliance I assert is "ultra vires" and falls outside the bounds of its authority, since the Legislature in its derivation of the State Bar Act did not cede any of its powers of legislative instantiation.
8. I have reason to believe that, even if the lack of action would otherwise somehow be within the discretionary mandate of CalBar, CalBar failed to use the appropriate process in resolving matters where members of its staff lack appropriate levels of internal oversight.

As I have iterated and presented to you all, I believe that Christina's acts were criminal in nature, done in furtherance of a criminal scheme where the stand for those in her position is "knew or should have known." In this case, the facts clearly indicate she knew.

Now we are left with 2 school graduates who have never passed the Bar, a ghost Registrar, a ghost Dean, and a 4L student in my "current" role and a complicit Board. One might argue that this is the "Enron" of law schools for its overt and abject lawlessness.

And out of the above folks are hiding documents, telling lies, intentionally stonewalling causing emotional distress; although being "blocked from class" might not facially appear as "the threat of violence", what you are robbed of goes far beyond the standard notion of a simply "dignitary harm"; my reaction was visceral and the stress is VERY real.

As I have indicated, any policies or guidelines that are too "gray area" for CalBar to enforce yet allows an institution under its umbrella to operate endlessly and defiantly in direct compliance with the law, that likely has severe disparate impact consequences, and allows CalBar employees to act with impunity and breach core areas of trust likely was not created using the appropriate duty of care or reverence for statute.

I will reach out to the office you referred me to regarding the evaluation of the unit issues.

I still hope for an amicable and less controversial resolution, but I am limited by the behavior and the nature of the parties here.

I respectfully remind the Bar of its obligations re spoliation, and ask that meta data be preserved as well, since there is evidence of document "destruction" and or loss.

Sincerely,

Todd

[Quoted text hidden]

Wilson, Leah <Leah.Wilson@calbar.ca.gov>

Fri, Mar 11, 2022 at 3:10 PM

To: Todd Hill <toddryangregoryhill@gmail.com>, "Holton, Vanessa" <Vanessa.Holton@calbar.ca.gov>, "Ching, Audrey" <Audrey.Ching@calbar.ca.gov>

Cc: GC <GC@calbar.ca.gov>, "echemerinsky@law.berkeley.edu" <echemerinsky@law.berkeley.edu>

Confirming receipt of your email.

Thank you,

Leah

Leah Wilson

Executive Director, Office of the Executive Director

The State Bar of California | 180 Howard Street | San Francisco, CA 94105

415-538-2257 | leah.wilson@calbar.ca.gov

Working to protect the public in support of the mission of the State Bar of California.

Please consider the environment before printing this email.

From: Todd Hill <toddryanggregoryhill@gmail.com>

Sent: Friday, March 11, 2022 10:54 AM

To: Wilson, Leah <Leaht.Wilson@calbar.ca.gov>; Holton, Vanessa <Vanessa.Holton@calbar.ca.gov>; Ching, Audrey <Audrey.Ching@calbar.ca.gov>

Cc: GC <GC@calbar.ca.gov>; echemerinsky@law.berkeley.edu

Subject: Fwd: Tuition

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Todd Hill <toddryanggregoryhill@gmail.com>

Fri, Mar 11, 2022 at 4:10 PM

To: "Wilson, Leah" <Leaht.Wilson@calbar.ca.gov>

Cc: "Ching, Audrey" <Audrey.Ching@calbar.ca.gov>, GC <GC@calbar.ca.gov>, "Holton, Vanessa" <Vanessa.Holton@calbar.ca.gov>, "echemerinsky@law.berkeley.edu" <echemerinsky@law.berkeley.edu>

Leah,

Thank you.

Todd

[Quoted text hidden]

Todd Hill <toddryanggregoryhill@gmail.com>

Fri, Nov 4, 2022 at 11:31 AM

To: "Leonard, Natalie" <natalie.leonard@calbar.ca.gov>, "Ching, Audrey" <audrey.ching@calbar.ca.gov>, "Wilson, Leah" <leaht.wilson@calbar.ca.gov>, GC <GC@calbar.ca.gov>, "Davtyan, Ellin" <ellin.davtyan@calbar.ca.gov>, antitrust@ftc.gov, Administrator Registrar <adregistrar1974@gmail.com>, "Dean, PCL" <dean@peoplescollegeoflaw.edu>
Cc: Ira Spiro <ira@spirolawcorp.com>

A precautionary note: Ira tends to rely on the readers lack of time and/or interest in his misrepresentations.

--- Forwarded message -----

From: Todd Hill <toddryanggregoryhill@gmail.com>

Date: Thu, Mar 10, 2022 at 4:35 PM

Subject: Re: Tuition

To: David Bouffard <davidtylerbouffard@hotmail.com>

Cc: CarolJD@pacbell.net <CarolJD@pacbell.net>, Fletcher, Jeremiah J.

<j3fletch@lasd.org>, Gary Silbiger (gsilbiger1@gmail.com)

<gsilbiger1@gmail.com>, Joshua Gillins Uosh_g19@yahoo.com)

<josh_g19@yahoo.com>, Juan Manuel Sarinana

<sarinanaesquire@gmail.com>, Prem Sarin <premanantonio1@hotmail.com>,

hector pena <hectorpena@ucla.edu>, jorgenegrete1954@gmail.com

<jorgenegrete1954@gmail.com>

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EXHIBIT E

**SURREPLY TO DEFENDANT SPIRO'S REPLY IN SUPPORT OF REQUEST FOR JUDICIAL NOTICE
(DOCKET 282)**



Todd Hill <toddryangregoryhill@gmail.com>

crediting pay against tuition

10 messages

Ira Spiro <ira@spirolawcorp.com>

Thu, Jan 9, 2020 at 8:42 AM

To: "Todd Hill (toddryangregoryhill@gmail.com)" <toddryangregoryhill@gmail.com>

Cc: "David Bouffard (davidtylerbouffard@hotmail.com)" <davidtylerbouffard@hotmail.com>, "Gloria Perez-Stewart (gloriaperez@gmail.com)" <gloriaperez@gmail.com>, "Hector PENA (hectorpena@ucla.edu)" <hectorpena@ucla.edu>, Magda Madrigal <magdamadrigal@earthlink.net>

Todd, I don't think I wrote you to confirm that the Executive Committee approved you working up to 40 hours at \$15 per hour from Jan 4 to Jan 13, maximum \$600 gross pay. That's the limit on work and pay the committee authorized. Under the law, the pay will have to be as an employee, not an independent contractor, so withholdings will have to be deducted.

When you and I talked about this by phone, you said you want this pay credited against what you owe in tuition, that you did not want to be paid the money. Todd, in order for that to happen, the law requires that you approve it in writing. In another conversation you let me know, with regard to your proposal to pay \$250 and then \$1550, that you have paid the \$250 but not the \$1550. (Todd, Hector told me he talked to you last week about that proposal not having been accepted by PCL for the full year, only for the first quarter, and Hector said you would be sending a proposal for payment of the full year's tuition in full by August 31, but I don't know if you've done that yet.)

So would you write back, saying "I approve" crediting the pay, up to \$600 towards what you owe in tuition, which exceeds \$600, rather than PCL paying you the money.

Ira

*Ira Spiro, Attorney at Law**Dean, Peoples College of Law**310-235-2350**10573 West Pico Blvd. #865**Los Angeles, Cal. 90064**ira@spirolawcorp.com**website: spirolawcorp.com*

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Will the executive committee please, please agree to this: to pay Todd Hill for 40 hours of work at \$15 per hour from tomorrow, Jan 4 to Jan 13, the day before the inspection. The total pay is \$600. The work would be helping Anna with whatever she requests, in her work preparing for the inspection.

Yesterday we got a request from the State Bar examiner for additional work. Anna had a huge amount to do already. Anna really needs this help.

Ira

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Ira Spiro <ira@spirolawcorp.com>

Thu, Jan 9, 2020 at 9:37 AM

To: "Todd Hill (toddryanggregoryhill@gmail.com)" <toddryanggregoryhill@gmail.com>

Cc: "David Bouffard (davidtylerbouffard@hotmail.com)" <davidtylerbouffard@hotmail.com>, "Gloria Perez-Stewart (gloriaperez@gmail.com)" <gloriaperez@gmail.com>, "Hector PENA (hectorpena@ucla.edu)" <hectorpena@ucla.edu>, Magda Madrigal <magdamadrigal@earthlink.net>

Todd, pardon me, I made a mistake in my email below. Hector told me last week that your \$250/\$1550 proposal had been considered by PCL for the fall quarter (rather than the full year), not that it had been accepted for the fall quarter (it has never been accepted).

Ira

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[Quoted text hidden]

Todd Hill <toddryanggregoryhill@gmail.com>

Thu, Jan 9, 2020 at 10:33 AM

To: Ira Spiro <ira@spirolawcorp.com>

Cc: "David Bouffard (davidtylerbouffard@hotmail.com)" <davidtylerbouffard@hotmail.com>, "Gloria Perez-Stewart (gloriaperez@gmail.com)" <gloriaperez@gmail.com>, "Hector PENA (hectorpena@ucla.edu)" <hectorpena@ucla.edu>, Magda Madrigal <magdamadrigal@earthlink.net>

Ira,

Thank you for your note.

I approve the full pay to be credited towards the tuition owed.

I have not yet sent in an alternative plan because my wife and I have not yet located the funds. We are working on it. I had planned to have something in this week, but it will likely not be completed until after the weekend.

As you are aware, I submitted an alternative payment plan, in essence a scholarship request, related to my 1L year August 29, 2019. This last email followed several earlier emails and a few phone calls indicating that I was experiencing an issue related to tuition this year in large part to medical bills incurred both during and at the culmination of my wife's pregnancy, as well as some tax debt.

The letter I sent was clear. Unfortunately, Hector has indicated that it was misread. In my later communication with Hector, the time frame was not re-iterated, and so his mistake was not uncovered. We both left that conversation believing the issue resolved and that Hector had the authority to resolve it.

Given the timing and the nature of the issue, as well as the considerable sum, please understand if it takes me a few more days to arrive at an approach I can commit to without further issue.

Thanks in advance to you and the Board.

My best to you all,

Todd

[Quoted text hidden]

Gloria Perez-Stewart <gloriaperez@gmail.com>

Thu, Jan 9, 2020 at 10:58 AM

To: Todd Hill <toddryangregoryhill@gmail.com>

Cc: Ira Spiro <ira@spirolawcorp.com>, "David Bouffard (davidtylerbouffard@hotmail.com)"

<davidtylerbouffard@hotmail.com>, "Hector PENA (hectorpena@ucla.edu)" <hectorpena@ucla.edu>, Magda Madrigal

<magdamadrigal@earthlink.net>

Thank you for explaining why it is delayed at the moment. As a woman who had a home birth in order to cut my own medical costs when I was self-employed and had no medical insurance, I understand the medical costs associated with a birth (and the corresponding loss of pay) and what you may be going through at this time.

Any sort of reduction to tuition is made by the board or executive committee - and to my knowledge has not been previously done. We have expected the tuition in full before approving any baby bar or bar exam - in fact, there was an issue just last July with someone who had been allowed to graduate but whom we did not approve for the bar exam until we received payment in full. (The board then had discussions regarding not allowing students to graduate without full payment in order to keep from having issues again so close to an exam and state bar deadlines.)

This is simply because our tuition is very low, does not afford us a profit, and current tuition just helps toward operating costs for PCL. I wish we had surplus funds for scholarships, but we just do not at this time. We are actively seeking grants to hopefully provide scholarships in the future.

Hector or whomever is acting as registrar is only authorized to work on payment plans with students. I apologize if that was unclear but of course we are willing to work with you on your payment plan as a result and look forward to seeing it soon to help resolve your issue.

Thank you,

Gloria

[Quoted text hidden]

Ira Spiro <ira@spirolawcorp.com>

Thu, Jan 9, 2020 at 4:13 PM

To: Gloria Perez-Stewart <gloriaperez@gmail.com>, Todd Hill <toddryangregoryhill@gmail.com>

Cc: "David Bouffard (davidtylerbouffard@hotmail.com)" <davidtylerbouffard@hotmail.com>, "Hector PENA

(hectorpena@ucla.edu)" <hectorpena@ucla.edu>, Magda Madrigal <magdamadrigal@earthlink.net>

I have to add that Hector told me he did not agree to the payment plan, whether for one quarter or a full year. In late August or very early September he sent it to me and I sent a different and faster payment plan back to him, but as I understand it, Hector never talked to Todd about payment plans after he got Todd's in very late August, not until last week. Also, to me the payment plan proposed by Todd last August was not clear that it meant for a whole year.

Ira

[Quoted text hidden]

hector pena <hectorpena@ucla.edu> Thu, Jan 9, 2020 at 4:59 PM
To: Ira Spiro <ira@spirolawcorp.com>
Cc: Gloria Perez-Stewart <gloriaperez@gmail.com>, Todd Hill <toddryangregoryhill@gmail.com>, "David Bouffard (davidtylerbouffard@hotmail.com)" <davidtylerbouffard@hotmail.com>, Magda Madrigal <magdamadrigal@earthlink.net>

I read the proposal Todd mentioned (above) back in August, and again a few days ago. When I initially received it I sent it directly to Ira and assumed Liz Tang would take care of it, since that was part of her duties. Since then I don't recall having told to Todd whether I approved it or not. I know we had a few informal conversations about accountability and credit received for locking up but we never sat down and formalized the agreement.

Further, I was under the impression when I initially read it that the payment plan was for one quarter, and not the entire year. It was presented to me as being a payment plan, not a payment reduction or waiver of tuition. We have never waived a student's tuition and an individual board member does not have the authority to do so unilaterally.

But looking forward, Todd, I think the board should consider crafting an agreement that would stretch your payments until the beginning of the next academic year, which is August 2020. That should help alleviate a lot of the pressure and financial burden of rushing to get all the funds together.

After you craft that proposal It's important to have an in-person meeting with the administrator to sign this payment plan agreement. Once you have this ready please email it to the administrator and CC the executive committee.

-Hector

[Quoted text hidden]

--
pronouns: He/Him/His
Hector Candelario Pena Ramirez, J.D.
Vice President of Board
Chair of Building Committee

Peoples College of Law
660 South Bonnie Brae Street
Los Angeles, CA 90057

"The limits of tyrants are prescribed by those whom they oppress."
- Frederic Douglass

Todd Hill <toddryangregoryhill@gmail.com> Thu, Jan 9, 2020 at 5:00 PM
To: Ira Spiro <ira@spirolawcorp.com>
Cc: Gloria Perez-Stewart <gloriaperez@gmail.com>, "David Bouffard (davidtylerbouffard@hotmail.com)" <davidtylerbouffard@hotmail.com>, "Hector PENA (hectorpena@ucla.edu)" <hectorpena@ucla.edu>, Magda Madrigal <magdamadrigal@earthlink.net>

Ira,

I will reiterate:

1. Hector and I did speak about the plan that I sent during our time together putting tarp on the roof. At that time I mentioned my appreciation, and that I did not anticipate any need for further assistance the following year. I did not receive any additional communications regarding this issue, and did not in fact know of this particular issue, until my conversation with you last week.

2. I suggest in the future that it be made clear to entering cohorts during the enrollment and contract signing period the roles, limits, and structure of the school. This is not, of course, a guarantee that issues such as these may arise in the future, but it is probably appropriately adopted as a best practice for student orientation.

3. It is clear that my initial communication was not handled appropriately. If there were questions about my communication at that time they should have been raised within a reasonable period of the receipt of my missive. As a student who made an earnest attempt to raise and resolve the matter, and reasonably considered this resolved, your implication that my recollection of the facts is inaccurate is undeserved. The reality is I likely deserve an apology; the back and forth about correspondence which I never received seems in the end to solely reinforce this particular point.

I truly appreciated Gloria's empathic and productive commentary about working together to find a path forward.

I look forward to doing so.

Todd

On Thu, Jan 9, 2020 at 4:14 PM Ira Spiro <ira@spirolawcorp.com> wrote:

[Quoted text hidden]

Todd Hill <toddryangregoryhill@gmail.com>
To: hector pena <hectorpena@ucla.edu>

Thu, Jan 9, 2020 at 5:02 PM

Thanks Hector!

I appreciate the positive response.

I am working on a solution.

Todd

[Quoted text hidden]

Ira Spiro <ira@spirolawcorp.com>

Thu, Jan 9, 2020 at 5:41 PM

To: Todd Hill <toddryangregoryhill@gmail.com>

Cc: Gloria Perez-Stewart <gloriaperez@gmail.com>, "David Bouffard (davidtylerbouffard@hotmail.com)" <davidtylerbouffard@hotmail.com>, "Hector PENA (hectorpena@ucla.edu)" <hectorpena@ucla.edu>, Magda Madrigal <magdamadrigal@earthlink.net>

Todd, I honestly don't know what to do in connection an apology. You have said Hector told you your proposal was accepted. He says he didn't talk to you about it after you sent it to him. One of you, maybe both, are mistaken in your recollections, but that's not a slight against either of you. People often make mistakes, me included of course.

But now that I write this, it comes home to me that according to what Hector says, nobody got back to you about your proposal. Well, someone should have, and for that I do apologize.

Todd, about PCL being clear about the roles, limits, and structure of the school, I think the tuition agreement is clear on that as far as payment and payment plans.

In any event, you're right, best thing is to find a path forward, and I hope that's accomplished by next week.

Ira

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[Quoted text hidden]

Todd Hill <toddryangregoryhill@gmail.com>
To: Ira Spiro <ira@spirolawcorp.com>

Tue, Apr 5, 2022 at 5:41 PM

Ira,

I was to be credited \$600 accountability (opening and locking up, study sessions, etc) \$600 for the additional work that year. \$600 for last year, and \$600 (pro rata) at the end of this year.... total of \$2,400 in "overcharges" using your math.

Please correct your statements. In addition, even under your accounting the school owes me \$1800. Hard to imagine a nearly \$2000 overpayment from a guy you describe as "not liking to pay".

How did that happen?

todd

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From: **Ira Spiro** <ira@spirolawcorp.com>
Date: Thu, Jan 9, 2020 at 8:42 AM
Subject: crediting pay against tuition
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